LIMITED PRODUCT WARRANTY AND MANUFACTURER'S STATEMENT CONCERNING USE

Natus ALGO® Newborn Hearing Screener

LIMITED PRODUCT WARRANTY

Natus Medical Incorporated ("Natus") warrants to the initial purchaser ("Purchaser") that each new Warranted Product, as defined below, purchased hereunder will be free from defects in workmanship and materials for a specified period ("Warranty Period") of either:

a) Twelve (12) months from the date of its initial shipment to Purchaser, if purchaser resides and utilizes the Natus device in the United States; or
b) Fifteen (15) months from the date of its initial shipment to Purchaser, if purchaser resides and utilizes the Natus device outside of the United States.

The Warranted Product is defined as: the ALGO screening device (defined as ALGO 5, ALGO 3i, ALGO 3, ALGO 3e, ALGO Model 2e Color, and ALGO Portable screeners), the ATA Cable for the ALGO device, the Preamplifier Cable for the ALGO device, the user manual and/or CD and ALGO equipment check kit provided with the ALGO device, ALGO accessories including any battery, battery charger and power cord provided by Natus, the device cart or rollstand bracket and adapter provided by Natus, and any ALGO printer and related cables purchased from Natus. The PCA Cable, Carrying Case and Backpack are not covered by this warranty.

Optional equipment that may be purchased from Natus Medical Inc. for the ALGO 5 including page printer, barcode reader, and LAN Isolator are also covered by this warranty. This warranty does not extend to items, including those of the same make or model, which are not purchased directly from Natus Medical Inc.

Natus' only obligation under this warranty is limited to repair or replacement, at Natus' option and election, of any Warranted Product (or part thereof) that Natus reasonably determines to be covered by this warranty and to be defective in workmanship or materials. Repair or replacement of Products under this warranty does not extend the Warranty Period.

To request repair or replacement under this warranty, Purchasers outside the United States should contact the Natus Authorized Distributor from whom the

Product was purchased. Purchasers in the United States should contact Natus Technical Services at 1501 Industrial Road, San Carlos, California, 94070, USA, telephone +1-650-802-0400, website www.natus.com. If, on the basis of the information provided by the Purchaser, Natus reasonably believes that the defect is covered by this warranty, Natus will authorize Purchaser to return the Warranted Product (or part thereof) to Natus or its authorized service center. If the Product is to be repaired rather than replaced, the Warranted Product will be repaired and returned to the Purchaser. Natus shall determine whether to repair or replace Products and parts covered by this warranty with either new or refurbished Products or parts that meet current Natus specifications. All Products or parts replaced shall become the property of Natus. In the course of warranty service, Natus may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

Shipping Procedures

If Natus reasonably determines that a repair or replacement is covered by the warranty, Natus shall bear the costs of shipping the repaired or replacement Product to the Purchaser. All other shipping costs shall be paid by Purchaser. Risk of loss or damage during shipments under this warranty shall be borne by the party shipping the Product.

Products shipped by the Purchaser under this warranty shall be suitably packaged to protect the Product. If Purchaser ships a product to Natus in unsuitable packaging, any physical damage present in the Product on receipt and inspection by Natus (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

Exclusions

This warranty does not extend to any Warranted Products or parts thereof: (a) that have been subject to misuse, neglect or accident, (b) that have been damaged by causes external to the Warranted Product, including by but not limited to failure of or faulty electrical power, (c) that have been used in violation of Natus' instructions for use, (d) on which the serial number has been removed or made illegible, (e) that have been modified by anyone other than Natus or its authorized service center, unless authorized prior to such service by Natus. Furthermore, this warranty is limited to defects and materials that can be attributed to a fault or defect within the ALGO Newborn Hearing Screener itself for any devices that have been attached to any accessory or attachment that has not been subject to Natus' control over quality of materials and design. The ALGO Newborn Hearing Screener calibration is not covered under the standard warranty.

THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY NATUS, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO NATUS' PRODUCTS, EXTENDS ONLY TO THE PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NATUS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY PRODUCT.

MANUFACTURER'S STATEMENT CONCERNING USE

- Natus has tested the ALGO Newborn Hearing Screening system including supplies, parts and accessories, and has established that when used together, the ALGO System will deliver our FDA-cleared claim of 97-100% specificity and > 99% sensitivity to ensure testing accuracy. While the FDA may clear another manufacturer's supplies for use with the ALGO screener, peer-reviewed clinical studies on infants are **NOT** required by the FDA and may not have been performed to demonstrate the ALGO screener's testing accuracy when used with non-Natus items.

- Since Natus cannot monitor or control the quality of materials or design of other manufacturers' products, Natus will not assume responsibility or product liability for use of the ALGO screener with non-Natus supplies. Natus cannot stand behind the screening results of any Natus screener used with non-Natus supplies, parts or accessories.

- Since Natus Clinical Consultants are trained only on the Natus ALGO Newborn Hearing Screening system, Natus is unable to provide no-charge, on-site clinical consulting support with respect to ALGO screeners not used with Natus supplies, parts or accessories.

- Since Natus cannot monitor and control the quality of materials or design of other manufacturers' products, Natus is not able to provide technical services on Natus patient cables (including ATA (acoustic transducer assembly), preamplifier and PCA cables) that have been used with non-Natus supplies, parts or accessories.